

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
WACO DIVISION**

**ANSYS, INC.**

**Plaintiff,**

**v.**

**DOES 1 THROUGH 213,**

**Defendants.**

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**Cause No. 6:23-cv-00120**

**JURY TRIAL DEMANDED**

**COMPLAINT FOR COPYRIGHT INFRINGEMENT**

Plaintiff, ANSYS, Inc. (“Ansys”), brings this action against Does 1 through 213 (collectively “Defendants”), for copyright infringement and violation of the Digital Millennium Copyright Act’s (“DMCA”) anti-circumvention prohibitions, and shows the following:

**INTRODUCTION**

1. This is a civil action seeking damages and injunctive relief arising out of the violation of Ansys’ intellectual property rights by Defendants, currently known only by an Internet Protocol address (“IP address”).

2. Ansys is a global leader in engineering simulation software. With its portfolio of engineering simulation software, Ansys helps its customers solve complex design challenges and engineer products. Ansys provides services in a wide range of industries, including aerospace and defense, automotive, construction, consumer goods, and energy.

3. Ansys’ flagship products include Ansys Electronics Enterprise, Ansys Fluent, and Ansys Mechanical software programs (“Ansys Software”), which are protected by U.S. Copyright Registration. *See Exhibits 1-10.* Ansys Electronics Enterprise is a comprehensive platform for

simulating various electrical components, devices, and systems and includes several simulation solutions including Ansys Electronics Premium Maxwell (“Ansys Maxwell”), Ansys Electronics Premium HFSS (“Ansys HFSS”), Ansys Electronics Premium SIwave (“Ansys SIwave”), among others. Ansys CFD Enterprise software is the industry leading fluid simulation software known for its advanced physics modeling capabilities and accuracy. Ansys Mechanical Enterprise software is a best-in-class finite element solver with structural, thermal, acoustic, and piezoelectric simulation capabilities.

4. Ansys licenses its highly valuable Ansys Software to its customers. Customers may purchase single-use licenses or multi-user licenses. Ansys prevents unauthorized access of the Ansys Software through the use of technological measures. Ansys’ license agreement, which all users see on their computer screens and to which all users must agree to in order to use the Ansys Software, states the Ansys Software may collect information to determine if modifications to certain code files have been made or if there is suspected or confirmed unauthorized access to or use of the Ansys Software.

5. Despite the fact that Ansys Software includes technological measures to control access to it, and users are put on notice of the same by agreeing to the license agreement, Defendants obtained, installed on their computer systems, and used pirated Ansys Software. Defendants committed willful copyright infringement and DMCA violations when they downloaded pirated Ansys Software, circumvented Ansys’ technological measures protecting the software, and used the unlicensed Ansys Software to solve complex design problems and to engineer products and solutions for themselves, their employers, and others.

6. Although Defendants attempted to hide their theft by anonymously infringing Ansys Software, Defendants’ Internet Service Provider (“ISP”) can identify Defendants through

his or her IP address. Ansys will seek the identity of Defendants from the ISP. Once known to Ansys, Ansys will amend this Complaint to identify the infringing individuals.

### **THE PARTIES**

7. Ansys is a Delaware corporation with a principal place of business located at Southpointe, 2600 Ansys Drive, Canonsburg, Pennsylvania, 15317. Ansys does business in this district and throughout the State of Texas.

8. Ansys is unaware of the true names and capabilities of Does 1 through 213 and therefore sues these Defendants by such fictitious names. Ansys will seek leave of Court to amend this Complaint to state the true names and capacities of Defendants sued as Does when ascertained. Ansys is informed and believes and thereby alleges that each of the fictitiously named Defendants is responsible in some manner for the occurrences alleged in this Complaint, and that Ansys' damages were proximately caused by their conduct.

### **JURISDICTION AND VENUE**

9. Ansys brings its copyright infringement claims under 17 U.S.C. §§501 *et seq.* and its DMCA violation claim under 17 U.S.C. §§1201 *et seq.* This Court has original and exclusive jurisdiction over the subject matter of this Complaint pursuant to 28 U.S.C. §§ 1331 and 1338(a).

10. Venue (and personal jurisdiction) in this District is proper under 28 U.S.C. §§ 1391(b)-(c) and/or 28 U.S.C. § 1400(a). Although the true identity of the Defendants is unknown to Ansys at this time, on information and belief, the Defendants may be found in this District and/or a substantial part of the acts of infringement complained of herein may have occurred in this District and/or each Defendant, without consent or permission of the copyright owner, Ansys, may have purposefully availed themselves of the services of an ISP located in this District to illegally download from the Internet and/or use copyrighted works owned by Ansys.

## **BACKGROUND FACTS**

### **A. How Ansys Software is Legally Purchased and Operated**

11. Ansys generally sells perpetual licenses, annual leases, and maintenance subscriptions to Ansys Software. As long as a maintenance subscription, or the annual lease, is maintained, the customer has access to and may download updates and subsequent versions of the Ansys Software, as well as associated user documentation.

12. To purchase a license to Ansys Software, a customer must issue a purchase order to Ansys or to an authorized reseller or sign an agreement. To download Ansys Software from Ansys, a customer must log in through their Ansys account. Once Ansys has obtained a signed contract or payment from the customer, the customer can log in to Ansys' customer portal and download the executable files for the licensed Ansys Software.

13. Ansys also allows students to obtain a license to Ansys Software for free. The student version, however, limits the functionality of the Ansys Software. Student licenses of Ansys Software are obtained directly from Ansys via its website. Students may download the student version of various Ansys products without establishing an Ansys account or providing any information to Ansys.

14. Once Ansys has obtained a signed contract or payment from the customer, in a separate email, or through a download from the customer portal, Ansys sends the customer a license key for the customer's copy of the purchased Ansys Software. The license key is readable by the licensing tools that are integrated directly into the Ansys Software and facilitates Ansys Software license compliance for its products.

15. When a user installs an Ansys Software program, and specifically when the user runs the executable files associated with the setup of an Ansys Software program, a local copy of the Ansys Software (the usable, object code version thereof) is created on the user's machine.

16. When the customer initiates an authorized Ansys Software program, the licensing tools are activated and inquire as to whether that copy of the Ansys Software program is associated with a valid license. If the customer has a valid license, the licensing tools will access and verify the license key. Once the license key is verified, the Ansys Software is enabled for the customer's use. If there is no valid license key, the Software will not start.

17. Ansys regularly improves, updates, and adds features when it releases new versions of its Ansys Software. Ansys releases at least two major updates of its Ansys Software products and associated user documentation per year, as well as new products developed in-house, acquired through mergers and acquisitions, or OEM'ed (original equipment manufacturer) from third parties. Ansys also releases intermediary updates, or "subreleases," between the main releases of its Ansys Software.

#### **B. Piracy of Ansys Software**

18. Piracy of software occurs when users access software for which they have not purchased a valid license. The ease of digital replication of software lends itself to illegal copying of software, where users may make multiple copies of a software program, and then distribute the copies to users who have not made a legal purchase of a license to the software (*i.e.*, either distributing copies of the software for free or selling the copies of the software at deeply discounted prices).

19. To reduce the use of illegally copied software, software providers, including Ansys, implement license verification technology that will prevent the software from functioning unless

the user has legally purchased a license. This license verification technology may be a software mechanism or a physical mechanism attached to a single computer. The license verification technology may be in the form of either a license key (*i.e.*, a series of numbers and letters sometimes stored in a computer file) that a user types in or that the software reads from a file during the software installation process, or a hardware device, where the software will only operate correctly when the hardware device is attached to the computer executing the software. The license verification technology and the license key are provided by the software provider to the buyer when the software is purchased legally. Users who have not made a legitimate purchase of a software license will not have access to the license key or hardware device provided by the software provider, and therefore the software will not function properly.

20. Software hackers reverse engineer the technological measures used to control access to the software and then provide processes and utilities to bypass the license verification technology thus allowing unauthorized use of the software. The hackers' processes and utilities mimic the license verification technology (*e.g.*, keys, hardware devices, *etc.*) and allow pirated software to function as fully as legally purchased software. Software utilities that mimic the license verification technology are often referred to as "cracked" licenses. Software hackers may also create hacked versions of the software such that a license is not needed during installation.

21. Sophisticated websites exist where illegally obtained software, the software utilities that mimic the license verification technology, and hacked versions of the software may be downloaded and installed by those who do not want to pay for properly licensed software. Each hacked version of the software represents a lost sale and/or license for the company that owns the software and for resellers of the software (who may provide hardware installation and support, and software configuration, customization, and maintenance). A study by the Business Software

Alliance reported that properly licensed software has a positive impact on national economic activity that is more than three times the impact of pirated software.<sup>1</sup>

22. Software that has been hacked or modified to use a cracked license may also contain malware that can damage computer systems, and/or infiltrate the computer network and the data on the network. In a study conducted by the Technology Policy Institute, the more times users visited piracy sites, the more likely their machines were infected with malware.<sup>2</sup> Software that has been hacked also may not operate properly, negatively impacting the reputation of the software company that now has no oversight or control over the quality of the hacked versions of its software in use or the products produced by that software.

### **C. Piracy Detection and Reporting Security Software**

23. Piracy Detection and Reporting Security Software (“PDRSS”) exists to identify instances of pirated software in use and provides the identity and location of organizations utilizing the pirated software to the software providers. Identification of pirated software allows the software providers to take legal action against intentional software piracy, notifying organizations and individuals of the illegal use of the software (and the potential malware problems that can accompany pirated software), and sell valid software licenses in the place of the previously illegally obtained software programs to recoup lost sale. Ansys identifies pirated software in use through PDRSS which, along with the license verification technology, is a component of the technological measures used to control access to the software.

24. PDRSS also identifies the means by which software hackers have thwarted the license verification technology (*i.e.*, the above-mentioned cracked license) for a particular software program. For example, PDRSS may accomplish this by downloading pirated software from the

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<sup>1</sup> [https://www.bsa.org/files/reports/2013softwarevaluestudy\\_en.pdf](https://www.bsa.org/files/reports/2013softwarevaluestudy_en.pdf)

<sup>2</sup> <https://techpolicyinstitute.org/publications/privacy-andsecurity/piracy-and-malware-theres-no-free-lunch/>

above-mentioned websites and determining how the software hackers were able to bypass the license verification technology. Once the software hackers' methods are identified, Ansys can map out a plan for PDRSS to determine when pirated software is in use. This includes identifying when the pirated software is using a cracked license.

25. The plan may include a variety of means for identifying software piracy. The plan may also include defining software use patterns that are indicative of software piracy. PDRSS can determine various patterns that are indicative of pirated software use, and thresholds at which the PDRSS software should begin to gather and report data on the computer using the pirated software.

26. Software providers, such as Ansys, embed the PDRSS within their software, validate that the patterns and thresholds will trigger on pirated software (and will not trigger on validly purchased software), and then release the software.

27. The serial number of the license is a unique identifier and helps in identifying unauthorized versions of the software. Multiple versions of software using the same serial number are indicative of unauthorized versions of software using a cracked license. In some cases, illegal license generators create license files having serial numbers that are inconsistent with the serial numbers generated by the software providers, which is also indicative of a cracked license.

28. The IP address is a unique address used to identify computers on the global network of the internet. An IP address is the numerical sequence by which a computer on the public internet can identify another computer on the public internet. IP addresses are in the form: **xxx.xxx.xxx.xxx** where each xxx must be a number between 0 – 255.

29. A Media Access Control ("MAC") address is a unique hardware identifier assigned to network interfaces. Every device that makes a physical connection to the network, where it is an Ethernet card or port or wireless connection, has a unique and specific address. Thus, a



computer with both an Ethernet connection and a wireless connection has two unique MAC addresses. A MAC address is a series of numbers and letters. When a network device is manufactured, it is assigned a MAC address at the factory. The first six digits of a MAC address represent the device manufacturer, which can be looked up on the Internet.

30. Data reported from the embedded PDRSS generates a report that identifies the software that has been pirated and the organizations utilizing the pirated software, such as the version of the software being used, the license serial number, the IP address of the organization where the pirated software is running, the identifying name of the computer, and a MAC address. Through the technological measures used to control access to the software, Ansys collects this identifying information to determine when pirated and unlicensed versions of its Ansys software are being utilized.

31. Ansys collects a large volume of data through the use of PDRSS that must be reviewed, analyzed, and investigated to determine and confirm the source of the infringement. Through review, analysis, and investigation of the PDRSS data, Ansys discovered that Defendants used unlicensed and pirated Ansys Software, which included a list of specific IP addresses for each unauthorized installation.

32. Ansys cannot independently identify the user that installed and used the unlicensed software from this information. However, with an Internet Service Provider (“ISP”) it is possible to determine an individual subscriber from an IP address.

33. When a subscriber accesses the Internet through its ISP, it is automatically assigned an IP address, which is a unique numerical identifier. The IP address assigned to a particular subscriber is typically tracked by the ISP, which retains “user logs” of information for a certain period of time. The ISP can then identify users from their logs by reference to their IP address.

34. ISPs are assigned blocks of IP addresses. The blocks that are assigned to specific ISPs are publicly available on Internet databases. Accordingly, once an IP address is known it is fairly simple to determine which ISP assigned the IP address.

35. Pirated versions of the Ansys software cannot be downloaded and installed accidentally or innocently. Rather, downloading and installing pirated Ansys Software is a multi-step process that requires willful and deliberate action to circumvent technological measures that are put in place to deter and detect such conduct.

36. As a direct and proximate result of Defendants' acts of infringement, Ansys has suffered damages and will continue to suffer damages through loss of substantial licensing revenue, and diminishment of the exclusivity, inherent value, and marketability of the Ansys Software.

37. As a direct and proximate result of Defendants' acts of infringement, Ansys has suffered and continues to suffer irreparable harm for which there is no adequate remedy at law.

### **THE INFRINGED COPYRIGHTS**

38. Ansys owns U.S. Copyright Registration No. TX0008973265, registered on March 23, 2021, to ANSYS, Inc. and titled "Ansys 2020 R2." Attached as **Exhibit 1** is a true and correct printout from the U.S. Copyright Catalog for Ansys' U.S. Copyright Reg. No. TX0008973265.

39. Ansys owns U.S. Copyright Registration No. TX0009005702, registered on March 23, 2021, to ANSYS, Inc. and titled "Ansys 2021 R1." Attached as **Exhibit 2** is a true and correct printout from the U.S. Copyright Catalog for Ansys' U.S. Copyright Reg. No. TX0009005702.

40. Ansys owns U.S. Copyright Registration No. TX0009009247, registered on August 20, 2021, to ANSYS, Inc. and titled "Ansys 2021 R2." Attached as **Exhibit 3** is a true and correct printout from the U.S. Copyright Catalog for Ansys' U.S. Copyright Reg. No. TX0009009247.

41. Ansys owns U.S. Copyright Registration No. TX0009104363, registered on March 24, 2022, to ANSYS, Inc. and titled “Ansys 2022 R1.” Attached as **Exhibit 4** is a true and correct printout from the U.S. Copyright Catalog for Ansys’ U.S. Copyright Reg. No. TX0009104363.

42. Ansys owns U.S. Copyright Registration No. TX0009175204, registered on September 7, 2022, to ANSYS, Inc. and titled “Ansys 2022 R2.” Attached as **Exhibit 5** is a true and correct printout from the U.S. Copyright Catalog for Ansys’ U.S. Copyright Reg. No. TX0009175204.

43. Ansys owns U.S. Copyright Registration No. TX0009005706, registered on March 23, 2021, to ANSYS, Inc. and titled “Ansys Electromagnetics Suite 2020 R2.” Attached as **Exhibit 6** is a true and correct printout from the U.S. Copyright Catalog for Ansys’ U.S. Copyright Reg. No. TX0009005706.

44. Ansys owns U.S. Copyright Registration No. TX0009005711, registered on March 23, 2021, to ANSYS, Inc. and titled “Ansys Electromagnetics Suite 2021 R1.” Attached as **Exhibit 7** is a true and correct printout from the U.S. Copyright Catalog for Ansys’ U.S. Copyright Reg. No. TX0009005711.

45. Ansys owns U.S. Copyright Registration No. TX0009002716, registered on August 20, 2021, to ANSYS, Inc. and titled “Ansys Electromagnetics Suite 2021 R2.” Attached as **Exhibit 8** is a true and correct printout from the U.S. Copyright Catalog for Ansys’ U.S. Copyright Reg. No. TX0009002716.

46. Ansys owns U.S. Copyright Registration No. TX0009104430, registered on March 24, 2022, to ANSYS, Inc. and titled “Ansys Electromagnetics Suite 2022 R1.” Attached as **Exhibit 9** is a true and correct printout from the U.S. Copyright Catalog for Ansys’ U.S. Copyright Reg. No. TX0009104430.

47. Ansys owns U.S. Copyright Registration No. TX0009179826, registered on September 7, 2022, to ANSYS, Inc. and titled “Ansys Electromagnetics Suite 2022 R2.” Attached as **Exhibit 10** is a true and correct printout from the U.S. Copyright Catalog for Ansys’ U.S. Copyright Reg. No. TX0009179826.

**COUNT 1**  
**INFRINGEMENT OF U.S. COPYRIGHT REG. NO. TX0008973265**

48. Ansys incorporates the previous paragraphs of this Complaint by reference and realleges them as originally and fully set forth here.

49. U.S. Copyright Reg. No. TX0008973265 covers the Ansys Fluent, Ansys Mechanical, and other Ansys software programs.

50. Defendants have knowingly and intentionally used, and continue to use, a pirated copy of Ansys Fluent, Ansys Mechanical, and other Ansys software programs. In doing so, Defendants have willfully infringed U.S. Copyright Reg. No. TX0008973265 and will continue to do so unless enjoined by this Court.

51. As a direct and proximate result of Defendants’ infringing acts, Ansys has suffered and will continue to suffer injury and damages, including loss of substantial licensing revenue and diminishment of the exclusivity, inherent value, and marketability of the Ansys Fluent, Ansys Mechanical, and other Ansys software programs. Unless such acts and practices are enjoined by the Court, Ansys will continue to be injured in its business and property rights and will suffer and continue to suffer injury and damages, which are causing irreparable harm and for which Ansys is entitled to relief.

52. Accordingly, Defendants have violated 17 U.S.C. § 501 and this violation is willful.

53. As a result of Defendants' infringement, Ansys is entitled to actual damages and any additional profits of Defendants pursuant to 17 U.S.C. § 504(a)-(b) or statutory damages pursuant to 17 U.S.C. § 504(c).

54. Ansys is entitled to costs, including reasonable attorneys' fees, pursuant to 17 U.S.C. § 505.

55. As a result of each Defendant's infringement of Ansys' copyrights and exclusive rights under copyright, Ansys is also entitled to injunctive relief prohibiting each Defendant from further infringing Ansys' copyrights.

**COUNT 2**  
**INFRINGEMENT OF U.S. COPYRIGHT REG. NO. TX0009005702**

56. Ansys incorporates the previous paragraphs of this Complaint by reference and realleges them as originally and fully set forth here.

57. U.S. Copyright Reg. No. TX0009005702 covers the Ansys Fluent, Ansys Mechanical, and other Ansys software programs.

58. Defendants have knowingly and intentionally used, and continue to use, a pirated copy of Ansys Fluent, Ansys Mechanical, and other Ansys software programs. In doing so, Defendants have willfully infringed U.S. Copyright Reg. No. TX0009005702 and will continue to do so unless enjoined by this Court.

59. As a direct and proximate result of Defendants' infringing acts, Ansys has suffered and will continue to suffer injury and damages, including loss of substantial licensing revenue and diminishment of the exclusivity, inherent value, and marketability of the Ansys Fluent, Ansys Mechanical, and other Ansys software programs. Unless such acts and practices are enjoined by the Court, Ansys will continue to be injured in its business and property rights and will suffer and

continue to suffer injury and damages, which are causing irreparable harm and for which Ansys is entitled to relief.

60. Accordingly, Defendants have violated 17 U.S.C. § 501 and this violation is willful.

61. As a result of Defendants' infringement, Ansys is entitled to actual damages and any additional profits of Defendants pursuant to 17 U.S.C. § 504(a)-(b) or statutory damages pursuant to 17 U.S.C. § 504(c).

62. Ansys is entitled to costs, including reasonable attorneys' fees, pursuant to 17 U.S.C. § 505.

63. As a result of each Defendant's infringement of Ansys' copyrights and exclusive rights under copyright, Ansys is also entitled to injunctive relief prohibiting each Defendant from further infringing Ansys' copyrights.

**COUNT 3**  
**INFRINGEMENT OF U.S. COPYRIGHT REG. NO. TX0009009247**

64. Ansys incorporates the previous paragraphs of this Complaint by reference and realleges them as originally and fully set forth here.

65. U.S. Copyright Reg. No. TX0009009247 covers the Ansys Fluent, Ansys Mechanical, and other Ansys software programs.

66. Defendants have knowingly and intentionally used, and continue to use, a pirated copy of Ansys Fluent, Ansys Mechanical, and other Ansys software programs. In doing so, Defendants have willfully infringed U.S. Copyright Reg. No. TX0009009247 and will continue to do so unless enjoined by this Court.

67. As a direct and proximate result of Defendants' infringing acts, Ansys has suffered and will continue to suffer injury and damages, including loss of substantial licensing revenue and diminishment of the exclusivity, inherent value, and marketability of the Ansys Fluent, Ansys

Mechanical, and other Ansys software programs. Unless such acts and practices are enjoined by the Court, Ansys will continue to be injured in its business and property rights and will suffer and continue to suffer injury and damages, which are causing irreparable harm and for which Ansys is entitled to relief.

68. Accordingly, Defendants have violated 17 U.S.C. § 501 and this violation is willful.

69. As a result of Defendants' infringement, Ansys is entitled to actual damages and any additional profits of Defendants pursuant to 17 U.S.C. § 504(a)-(b) or statutory damages pursuant to 17 U.S.C. § 504(c).

70. Ansys is entitled to costs, including reasonable attorneys' fees, pursuant to 17 U.S.C. § 505.

71. As a result of each Defendant's infringement of Ansys' copyrights and exclusive rights under copyright, Ansys is also entitled to injunctive relief prohibiting each Defendant from further infringing Ansys' copyrights.

**COUNT 4**  
**INFRINGEMENT OF U.S. COPYRIGHT REG. NO. TX0009104363**

72. Ansys incorporates the previous paragraphs of this Complaint by reference and realleges them as originally and fully set forth here.

73. U.S. Copyright Reg. No. TX0009104363 covers the Ansys Fluent, Ansys Mechanical, and other Ansys software programs.

74. Defendants have knowingly and intentionally used, and continue to use, a pirated copy of Ansys Fluent, Ansys Mechanical, and other Ansys software programs. In doing so, Defendants have willfully infringed U.S. Copyright Reg. No. TX0009104363 and will continue to do so unless enjoined by this Court.

75. As a direct and proximate result of Defendants' infringing acts, Ansys has suffered and will continue to suffer injury and damages, including loss of substantial licensing revenue and diminishment of the exclusivity, inherent value, and marketability of the Ansys Fluent, Ansys Mechanical, and other Ansys software programs. Unless such acts and practices are enjoined by the Court, Ansys will continue to be injured in its business and property rights and will suffer and continue to suffer injury and damages, which are causing irreparable harm and for which Ansys is entitled to relief.

76. Accordingly, Defendants have violated 17 U.S.C. § 501 and this violation is willful.

77. As a result of Defendants' infringement, Ansys is entitled to actual damages and any additional profits of Defendants pursuant to 17 U.S.C. § 504(a)-(b) or statutory damages pursuant to 17 U.S.C. § 504(c).

78. Ansys is entitled to costs, including reasonable attorneys' fees, pursuant to 17 U.S.C. § 505.

79. As a result of each Defendant's infringement of Ansys' copyrights and exclusive rights under copyright, Ansys is also entitled to injunctive relief prohibiting each Defendant from further infringing Ansys' copyrights.

**COUNT 5**  
**INFRINGEMENT OF U.S. COPYRIGHT REG. NO. TX0009175204**

80. Ansys incorporates the previous paragraphs of this Complaint by reference and realleges them as originally and fully set forth here.

81. U.S. Copyright Reg. No. TX0009175204 covers the Ansys Fluent, Ansys Mechanical, and other Ansys software programs.

82. Defendants have knowingly and intentionally used, and continue to use, a pirated copy of Ansys Fluent, Ansys Mechanical, and other Ansys software programs. In doing so,



Defendants have willfully infringed U.S. Copyright Reg. No. TX0009175204 and will continue to do so unless enjoined by this Court.

83. As a direct and proximate result of Defendants' infringing acts, Ansys has suffered and will continue to suffer injury and damages, including loss of substantial licensing revenue and diminishment of the exclusivity, inherent value, and marketability of the Ansys Fluent, Ansys Mechanical, and other Ansys software programs. Unless such acts and practices are enjoined by the Court, Ansys will continue to be injured in its business and property rights and will suffer and continue to suffer injury and damages, which are causing irreparable harm and for which Ansys is entitled to relief.

84. Accordingly, Defendants have violated 17 U.S.C. § 501 and this violation is willful.

85. As a result of Defendants' infringement, Ansys is entitled to actual damages and any additional profits of Defendants pursuant to 17 U.S.C. § 504(a)-(b) or statutory damages pursuant to 17 U.S.C. § 504(c).

86. Ansys is entitled to costs, including reasonable attorneys' fees, pursuant to 17 U.S.C. § 505.

87. As a result of each Defendant's infringement of Ansys' copyrights and exclusive rights under copyright, Ansys is also entitled to injunctive relief prohibiting each Defendant from further infringing Ansys' copyrights.

**COUNT 6**  
**INFRINGEMENT OF U.S. COPYRIGHT REG. NO. TX0009005706**

88. Ansys incorporates the previous paragraphs of this Complaint by reference and realleges them as originally and fully set forth here.

89. U.S. Copyright Reg. No. TX0009005706 covers the Ansys Electronics Desktop and other related Ansys software programs.

90. Defendants have knowingly and intentionally used, and continue to use, a pirated copy of Ansys Electronics Desktop and other Ansys software programs. In doing so, Defendants have willfully infringed U.S. Copyright Reg. No. TX0009005706 and will continue to do so unless enjoined by this Court.

91. As a direct and proximate result of Defendants' infringing acts, Ansys has suffered and will continue to suffer injury and damages, including loss of substantial licensing revenue and diminishment of the exclusivity, inherent value, and marketability of the Ansys Electronics Desktop and other Ansys software programs. Unless such acts and practices are enjoined by the Court, Ansys will continue to be injured in its business and property rights and will suffer and continue to suffer injury and damages, which are causing irreparable harm and for which Ansys is entitled to relief.

92. Accordingly, Defendants have violated 17 U.S.C. § 501 and this violation is willful.

93. As a result of Defendants' infringement, Ansys is entitled to actual damages and any additional profits of Defendants pursuant to 17 U.S.C. § 504(a)-(b) or statutory damages pursuant to 17 U.S.C. § 504(c).

94. Ansys is entitled to costs and reasonable attorneys' fees pursuant to 17 U.S.C. § 505.

95. As a result of each Defendant's infringement of Ansys' copyrights and exclusive rights under copyright, Ansys is also entitled to injunctive relief prohibiting each Defendant from further infringing Ansys' copyrights.

**COUNT 7**  
**INFRINGEMENT OF U.S. COPYRIGHT REG. NO. TX0009005711**

96. Ansys incorporates the previous paragraphs of this Complaint by reference and realleges them as originally and fully set forth here.

97. U.S. Copyright Reg. No. TX0009005711 covers the Ansys Electronics Desktop and other related Ansys software programs.

98. Defendants have knowingly and intentionally used, and continue to use, a pirated copy of Ansys Electronics Desktop and other Ansys software programs. In doing so, Defendants have willfully infringed U.S. Copyright Reg. No. TX0009005711 and will continue to do so unless enjoined by this Court.

99. As a direct and proximate result of Defendants' infringing acts, Ansys has suffered and will continue to suffer injury and damages, including loss of substantial licensing revenue and diminishment of the exclusivity, inherent value, and marketability of the Ansys Electronics Desktop and other Ansys software programs. Unless such acts and practices are enjoined by the Court, Ansys will continue to be injured in its business and property rights and will suffer and continue to suffer injury and damages, which are causing irreparable harm and for which Ansys is entitled to relief.

100. Accordingly, Defendants have violated 17 U.S.C. § 501 and this violation is willful.

101. As a result of Defendants' infringement, Ansys is entitled to actual damages and any additional profits of Defendants pursuant to 17 U.S.C. § 504(a)-(b) or statutory damages pursuant to 17 U.S.C. § 504(c).

102. Ansys is entitled to costs and reasonable attorneys' fees pursuant to 17 U.S.C. § 505.

103. As a result of each Defendant's infringement of Ansys' copyrights and exclusive rights under copyright, Ansys is also entitled to injunctive relief prohibiting each Defendant from further infringing Ansys' copyrights.

**COUNT 8**  
**INFRINGEMENT OF U.S. COPYRIGHT REG. NO. TX0009002716**

104. Ansys incorporates the previous paragraphs of this Complaint by reference and realleges them as originally and fully set forth here.

105. U.S. Copyright Reg. No. TX0009002716 covers the Ansys Electronics Desktop and other related Ansys software programs.

106. Defendants have knowingly and intentionally used, and continue to use, a pirated copy of Ansys Electronics Desktop and other Ansys software programs. In doing so, Defendants have willfully infringed U.S. Copyright Reg. No. TX0009002716 and will continue to do so unless enjoined by this Court.

107. As a direct and proximate result of Defendants' infringing acts, Ansys has suffered and will continue to suffer injury and damages, including loss of substantial licensing revenue and diminishment of the exclusivity, inherent value, and marketability of the Ansys Electronics Desktop and other Ansys software programs. Unless such acts and practices are enjoined by the Court, Ansys will continue to be injured in its business and property rights and will suffer and continue to suffer injury and damages, which are causing irreparable harm and for which Ansys is entitled to relief.

108. Accordingly, Defendants have violated 17 U.S.C. § 501 and this violation is willful.

109. As a result of Defendants' infringement, Ansys is entitled to actual damages and any additional profits of Defendants pursuant to 17 U.S.C. § 504(a)-(b) or statutory damages pursuant to 17 U.S.C. § 504(c).

110. Ansys is entitled to costs and reasonable attorneys' fees pursuant to 17 U.S.C. § 505.

111. As a result of each Defendant's infringement of Ansys' copyrights and exclusive rights under copyright, Ansys is also entitled to injunctive relief prohibiting each Defendant from further infringing Ansys' copyrights.

**COUNT 9**  
**INFRINGEMENT OF U.S. COPYRIGHT REG. NO. TX0009104430**

112. Ansys incorporates the previous paragraphs of this Complaint by reference and realleges them as originally and fully set forth here.

113. U.S. Copyright Reg. No. TX0009104430 covers the Ansys Electronics Desktop and other related Ansys software programs.

114. Defendants have knowingly and intentionally used, and continue to use, a pirated copy of Ansys Electronics Desktop and other Ansys software programs. In doing so, Defendants have willfully infringed U.S. Copyright Reg. No. TX0009104430 and will continue to do so unless enjoined by this Court.

115. As a direct and proximate result of Defendants' infringing acts, Ansys has suffered and will continue to suffer injury and damages, including loss of substantial licensing revenue and diminishment of the exclusivity, inherent value, and marketability of the Ansys Electronics Desktop and other Ansys software programs. Unless such acts and practices are enjoined by the Court, Ansys will continue to be injured in its business and property rights and will suffer and continue to suffer injury and damages, which are causing irreparable harm and for which Ansys is entitled to relief.

116. Accordingly, Defendants have violated 17 U.S.C. § 501 and this violation is willful.

117. As a result of Defendants' infringement, Ansys is entitled to actual damages and any additional profits of Defendants pursuant to 17 U.S.C. § 504(a)-(b) or statutory damages pursuant to 17 U.S.C. § 504(c).

118. Ansys is entitled to costs and reasonable attorneys' fees pursuant to 17 U.S.C. § 505.

119. As a result of each Defendant's infringement of Ansys' copyrights and exclusive rights under copyright, Ansys is also entitled to injunctive relief prohibiting each Defendant from further infringing Ansys' copyrights.

**COUNT 10**  
**INFRINGEMENT OF U.S. COPYRIGHT REG. NO. TX0009179826**

120. Ansys incorporates the previous paragraphs of this Complaint by reference and realleges them as originally and fully set forth here.

121. U.S. Copyright Reg. No. TX0009179826 covers the Ansys Electronics Desktop and other related Ansys software programs.

122. Defendants have knowingly and intentionally used, and continue to use, a pirated copy of Ansys Electronics Desktop and other Ansys software programs. In doing so, Defendants have willfully infringed U.S. Copyright Reg. No. TX0009179826 and will continue to do so unless enjoined by this Court.

123. As a direct and proximate result of Defendants' infringing acts, Ansys has suffered and will continue to suffer injury and damages, including loss of substantial licensing revenue and diminishment of the exclusivity, inherent value, and marketability of the Ansys Electronics Desktop and other Ansys software programs. Unless such acts and practices are enjoined by the Court, Ansys will continue to be injured in its business and property rights and will suffer and continue to suffer injury and damages, which are causing irreparable harm and for which Ansys is entitled to relief.

124. Accordingly, Defendants have violated 17 U.S.C. § 501 and this violation is willful.

125. As a result of Defendants' infringement, Ansys is entitled to actual damages and any additional profits of Defendants pursuant to 17 U.S.C. § 504(a)-(b) or statutory damages pursuant to 17 U.S.C. § 504(c).

126. Ansys is entitled to costs and reasonable attorneys' fees pursuant to 17 U.S.C. § 505.

127. As a result of each Defendant's infringement of Ansys' copyrights and exclusive rights under copyright, Ansys is also entitled to injunctive relief prohibiting each Defendant from further infringing Ansys' copyrights

#### **COUNT 11 VIOLATIONS OF DMCA**

128. Ansys incorporates the previous paragraphs of this Complaint by reference and realleges them as originally and full set forth here.

129. Ansys uses technological measures to control access to and copying of its Ansys Software, and to prevent unauthorized access and unauthorized copying.

130. On information and belief, Defendants defeated the technological measures used to control access to the software, which has allowed Defendants to access and copy the valuable Ansys Software without authorization.

131. Defendants' conduct has caused, and unless enjoined will continue to cause, irreparable harm to Ansys, for example, through loss of substantial licensing revenue and diminishment of the exclusivity, inherent value, and marketability of the Ansys Software.

132. Accordingly, Defendants have violated 17 U.S.C. § 1201 and this violation is willful.

133. As a result of Defendants' unlawful circumvention, Ansys is entitled to actual damages and any additional profits of Defendants pursuant to 17 U.S.C. § 1203(c)(2) or statutory damages pursuant to 17 U.S.C. § 1203(c)(3).

134. Ansys is entitled to costs and reasonable attorneys' fees pursuant to 17 U.S.C. § 1203(b).

### **PRAYER FOR RELIEF**

Ansys respectfully asks this Court to summon each Defendant to appear and answer this Complaint, and after being heard on the merits, grant judgment in favor of Ansys as follows as to each Defendant:

- (a) Find Defendant liable for copyright infringement of U.S. Copyright Reg. No. TX0008973265;
- (b) Find Defendant liable for copyright infringement of U.S. Copyright Reg. No. TX0009005702;
- (c) Find Defendant liable for copyright infringement of U.S. Copyright Reg. No. TX0009009247;
- (d) Find Defendant liable for copyright infringement of U.S. Copyright Reg. No. TX0009104363;
- (e) Find Defendant liable for copyright infringement of U.S. Copyright Reg. No. TX0009175204;
- (f) Find Defendant liable for copyright infringement of U.S. Copyright Reg. No. TX0009005706;
- (g) Find Defendant liable for copyright infringement of U.S. Copyright Reg. No. TX0009005711;



- (h) Find Defendant liable for copyright infringement of U.S. Copyright Reg. No. TX0009002716;
- (i) Find Defendant liable for copyright infringement of U.S. Copyright Reg. No. TX0009104430;
- (j) Find Defendant liable for copyright infringement of U.S. Copyright Reg. No. TX0009179826;
- (k) Find Defendant's copyright infringement was willful and knowing;
- (l) Enter a preliminary and permanent injunction prohibiting Defendant, and its agents, servants, and employees, and all persons acting in concert with, or for them from continuing to reproduce, distribute, display, disseminate, transmit, make available for download, or otherwise use the Ansys Software in any manner whatsoever appropriating or in violation of Ansys' copyrights;
- (m) Order Defendant and its agents, servants, and employees, and all persons acting in concert with, or for them to destroy all copies of Ansys Software that Defendant has used and/or downloaded onto any computer hard drive or server without Ansys' authorization and to destroy copies of that downloaded software transferred onto any physical medium or device in Defendant's possession, custody, or control;
- (n) Find Defendant liable for unlawful circumvention of technological measures used to control access to the software the copyrighted Ansys Software in violation of the DMCA;
- (o) Award Ansys its actual damages and Defendant's additional profits in an amount to be determined at trial;
- (p) Award Ansys statutory and other damages as provided under the Copyright Act and

the DMCA;

- (q) An accounting of the use and/or download by each Defendant of the Ansys Software;
- (r) An accounting of any revenues or profits realized by or through each Defendant's use and/or download of the Ansys Software;
- (s) Award Ansys prejudgment and post judgment interest;
- (t) Award Ansys costs, attorneys' fees, and expenses arising from this suit; and
- (u) Grant Ansys such other relief as this Court deems just and proper.

### **JURY DEMAND**

In accordance with FED. R. CIV. P. 38 and 39, Ansys asserts its rights under the Seventh Amendment to the United States Constitution and demands a trial by jury on all issues that may be so tried.

Dated: February 15, 2022

Respectfully submitted,

DANIELS & TREDENNICK PLLC

/s/ John F. Luman III

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